



**IN THE CIRCUIT COURT OF MOBILE COUNTY, ALABAMA  
CIVIL DIVISION**

**ALICIA PLEDGER,**

**Plaintiff,**

**v.**

**CV16-\_\_\_\_\_**

**INFIRMARY HEALTH SYSTEM, INC.,  
MOBILE INFIRMARY ASSOCIATION  
MOBILE INFIRMARY MEDICAL  
CENTER, MOBILE INFIRMARY  
HEALTH, RevClaims, LLC A, B, C, D, E,  
F and G, being those person or persons  
who are liable under the theories set  
forth hereinbelow all of whose true  
names and legal identities are unknown  
to the plaintiff at this time, but who will  
be added by amendment, individually  
and jointly, when ascertained.**

**Defendants.**

---

**COMPLAINT**

---

The Plaintiff, ALICIA PLEDGER, by and through her counsel of record, files this action against Defendants, INFIRMARY HEALTH SYSTEM, INC., MOBILE INFIRMARY ASSOCIATION, MOBILE INFIRMARY MEDICAL CENTER, MOBILE INFIRMARY HEALTH, REVCLAIMS, LLC, A, B, C, D, E, F, and/or G as follows:

1. Plaintiff, ALICIA PLEDGER, is an adult resident of Mobile County, Alabama.
2. Defendant, INFIRMARY HEALTH SYSTEM, INC., is a healthcare provider located in Mobile County, Alabama, at 5 Mobile Infirmary Circle, Mobile, Alabama, 36607, and was doing business in Mobile County on the date of the acts complained of herein.

EXHIBIT "F"

3. Defendant, MOBILE INFIRMARY ASSOCIATION doing business as Mobile Infirmary Medical Center is a hospital located in Mobile County, Alabama, at 5 Mobile Infirmary Circle, Mobile, Alabama, 36607, and was doing business in Mobile County on the date of the acts complained of herein.
4. Defendant, MOBILE INFIRMARY MEDICAL CENTER, a corporation, is a hospital located in Mobile County, Alabama, at 5 Mobile Infirmary Circle, Mobile, Alabama, 36607, and was doing business in Mobile County on the date of the acts complained of herein.
5. RevClaims, LLC is a foreign corporation doing business in Mobile County, Alabama, at all times material hereto.
6. Entities named in paragraphs 1 through 4 will be referred to as "MIMC Defendants."

#### **GENERAL ALLEGATIONS**

##### **A. Plaintiff's Motor Vehicle Accident**

7. ALICIA PLEDGER was involved in a motor vehicle collision in Mobile County, Alabama on Month 13, 2015.
8. ALICIA PLEDGER suffered, *inter alia*, neck, low back and head injuries as a result of the accident. ALICIA PLEDGER was transported from the scene of the accident to Mobile Infirmary Medical Center ("MIMC") via ambulance.
9. ALICIA PLEDGER was charged \$8,658.01 by MIMC for services rendered to her as the result of the accident.
10. ALICIA PLEDGER was and is insured by Blue Cross and Blue Shield of Alabama ("BCBS").

**B. RevClaims Collection Efforts**

11. RevClaims, LLC is a revenue maximizer, debt collector, claims handler, injury claim billers, lien filer, and claim they are a third party billing company contracted with Mobile Infirmary for accident claims.
12. To perform these services, REVCLAIMS holds itself out as having a staff team that includes attorneys and paralegals who understand the nuances of state and federal law, file appropriate liens, and negotiate on the client's behalf. REVCLAIMS likewise holds itself out as having on staff insurance professionals and compliance professionals who understand the intricacies of third-party reimbursement.
13. REVCLAIMS boasts of having an 86% recovery rate for its clients for charges for which liens are filed.
14. REVCLAIMS' collection procedure specifically targets victims of automobile collisions and other victims of personal injuries for which third-parties are liable. Due to the existence of potential third-party payor sources, such victims are lucrative sources for collections, as REVCLAIMS and the providers on whose behalves they are acting can collect funds which far exceed the providers' regular negotiated reimbursement rates.
15. The overwhelming majority of healthcare providers' collections are from health insurance networks, Medicare, or Medicaid. All of these sources have contractually negotiated rates for services, and, regardless of the source, the contractually negotiated rate is below the "standard" charge for services provided.

16. Consequently, in an effort to boost collections, REVCLAIMS targets patients for whom third-party payor sources are available, in order to collect the "standard" – or inflated – bill for the exact same services which would lead to a greatly reduced payment if the bill were submitted to the insurer, Medicare, or Medicaid, for payment.

**C. The MIMC Defendants**

17. The MIMC Defendants had a Member Hospital Agreement, Participating Hospital Contract, provider agreement and other contractual arrangements with BCBS wherein MIMC Defendants were to submit all claims to BCBS for payment pursuant to the contract(s) with MIMC Defendants and/or with respect to BCBS insureds.
18. BCBS had a contract of insurance providing health care benefits to their insureds in exchange for premium payments.
19. BCBS would examine the MIMC Defendants' total charges, pay the eligible charges, and the insureds would only be responsible for charges pursuant to the BCBS contract.
20. Defendants, A, B, C, D, E, F and G, being those person or persons who are liable to the plaintiff under the theories set forth hereinbelow all of whose true names and legal identities are unknown to the plaintiff at this time, but who will be added by amendment, individually and jointly, when ascertained.
21. The Defendants, and each of them, were the agents, servants, or employees of one another or were otherwise engaged in a joint venture with one another. Defendants, and each of them, acted through their agents, servants,

and/or employees at all times material hereto.

**D. MIMC/RevClaims Billing In This Case**

22. REVCLAIMS/MIMC filed a hospital lien in Mobile County Probate Court on October 9, 2015 for the full amount of the charges totaling \$8,658.01.
23. REVCLAIMS/MIMC submitted the full amount of the charges to State Farm, ALICIA PLEDGER'S automobile insurer. Under the Medical Payment portion of ALICIA PLEDGER'S State Farm policy, REVCLAIMS/MIMC was paid \$5,000.00 on December 20, 2015.
24. Upon information and belief, in January 2016, after already receiving payment of \$5,000.00 from State Farm for the subject charges, REVCLAIMS/MIMC submitted the full amount of the charges to BCBS. On February 18, 2016, BCBS paid REVCLAIMS/MIMC \$1,761.47, the BCBS negotiated rate of reimbursement for the full amount of the charges.
25. Notwithstanding payment from State Farm and BCBS for the full amount of the charges, REVCLAIMS/MIMC continues to assert a hospital lien for the full amount.

**COUNT ONE**  
**(THIRD-PARTY BENEFICIARY)**

26. Plaintiff adopts and realleges paragraphs 1 through 25 above as if fully set forth herein.
27. Plaintiff was a third-party beneficiary of the contract between the MIMC Defendants and BCBS. Defendants, and each of them, breached said contract(s) by filing a hospital lien for the full amount and then submitting ALICIA PLEDGER'S claims to State Farm for medical payment coverage,

then submitting the full amount of the charges to BCBS and then continuing to enforce the hospital lien.

WHEREFORE, the ALICIA PLEDGER demands judgment for compensatory damages against the Defendants, INFIRMARY HEALTH SYSTEM, INC., MOBILE INFIRMARY ASSOCIATION, MOBILE INFIRMARY MEDICAL CENTER, MOBILE INFIRMARY HEALTH, REVCLAIMS, LLC, A, B, C, D, E, F, and/or G, for a sum in excess of the minimal jurisdictional limits of this Court, plus interest, court costs, and such other special and consequential damages.

**COUNT TWO**  
**(CIVIL CONSPIRACY)**

28. Plaintiff adopts and realleges paragraphs 1 through 27 above as if fully set forth herein.
27. Defendants, and each of them, engaged in a combination or concerted action between each other to accomplish something that is unlawful, oppressive or immoral, or to accomplish a permissible purpose by unlawful, oppressive, or immoral means.

WHEREFORE, ALICIA PLEDGER demands judgment for compensatory and punitive damages against the Defendants, INFIRMARY HEALTH SYSTEM, INC., MOBILE INFIRMARY ASSOCIATION, MOBILE INFIRMARY MEDICAL CENTER, MOBILE INFIRMARY HEALTH, REVCLAIMS, LLC, A, B, C, D, E, F, and/or G, for a sum in excess of the minimal jurisdictional limits of this Court, plus interest, court costs, and such other special and consequential damages.

**COUNT THREE**  
**(FRAUD)**

28. Plaintiff adopts and realleges the allegations contained in paragraphs 1 through 27 as if fully set forth herein.
29. On or about September 13, 2015, ALICIA PLEDGER sustained injuries in an automobile accident and was transported to MIMC for treatment of said injuries.
30. At the time of the accident, ALICIA PLEDGER worked for Defendant, MIMC, and she paid premiums to have and maintain health insurance through BCBS for the purpose of paying medical providers from whom she received medical treatment in the event of an accident. The MIMC Defendants were contractually obligated to submit their insurance claims to their patients' health insurance providers and collect payment from those entities as the patients' primary insurance coverages. Upon admission to the hospital, MIMC Defendants made representations to ALICIA PLEDGER that Defendants would submit claims to BCBS, her primary health insurer, on her behalf totaling \$8,658.01 and accept a negotiated rate of reimbursement. MIMC Defendants knew that these representations were false and knew the falsity of these statements at the time they were made.
31. After ALICIA PLEDGER was discharged from the hospital, the REVCLAIMS/MIMC Defendants refused to file the hospital charges on ALICIA PLEDGER'S BCBS health plan and instead filed a hospital lien on October 20, 2015 for the total charges of \$8,658.01 and then filed for medical payments under ALICIA PLEDGER'S automobile insurance and received a

\$5,000.00 payment from State Farm on December 15, 2015. Finally, in January of 2015, REVCLAIMS/MIMC submitted the full amount of the hospital charges to BCBS and was paid \$1,761.47 on February 18, 2016.

32. Despite REVCLAIMS/MIMC Defendants receiving a total of \$6,761.47 for payment of ALICIA PLEDGER'S hospital bill, which is more than the contracted amount REVCLAIMS/MIMC Defendants would have received from BCBS, a lien for the full amount of \$8,658.01 still remains in place, is available for public viewing in the Office of the Judge of Probate of Mobile County, and gives the appearance that ALICIA PLEDGER never paid her hospital bill since the lien has never been released.

33. Also despite REVCLAIMS/MIMC Defendants being aware at all times that ALICIA PLEDGER held BCBS health insurance to pay such charges, and despite the fact that the intended purpose of health insurance is to pay such charges, REVCLAIMS/MIMC made the decision to utilize ALICIA PLEDGER'S health insurance with BCBS *only after* receiving a \$5,000 payment from a secondary insurance source.

34. ALICIA PLEDGER relied on the representations of REVCLAIMS/MIMC Defendants that her hospital bill would be paid by her health insurance and alleges that REVCLAIMS/MIMC Defendants had no intention of submitting insurance claims to her healthcare insurer, BCBS, per the contractual practice.

35. ALICIA PLEDGER alleges that the REVCLAIM/MIMC Defendants engaged in intentional, reckless and negligent fraud as a result of the



misrepresentations set forth above.

36. As a result of the misrepresentations set forth above, ALICIA PLEDGER has been damaged by exhaustion and loss of medical payment coverage benefits and other amounts via her claims against third parties that she would otherwise be entitled.

WHEREFORE, ALICIA PLEDGER demands judgment for compensatory damages against the Defendants, INFIRMARY HEALTH SYSTEM, INC., MOBILE INFIRMARY ASSOCIATION, MOBILE INFIRMARY MEDICAL CENTER, MOBILE INFIRMARY HEALTH, REVCLAIMS, LLC, A, B, C, D, E, F, and/or G, for compensatory and punitive damages in excess of the minimal jurisdictional limits of this Court, plus interest, court costs, and such other special and consequential damages.

**PLAINTIFF DEMANDS A JURY TRIAL**

s/ Desmond V. Tobias

(TOB002)

Tobias, McCormick & Comer, LLC

1203 Dauphin St.

Mobile, AL 36604

Phone: 251-432-5001

Fax: 251-432-0714

E-mail: [desi@tmclawyers.com](mailto:desi@tmclawyers.com)

s/ Earle W. Long IV

(LON 026)

Long & Long, P.C.

301 St Louis St.

Mobile, AL 36602

Phone: 251-432-4878

Fax: 251-445-0282

E-mail [earle@lwpc.com](mailto:earle@lwpc.com)

**DEFENDANTS TO BE SERVED BY CERTIFIED MAIL**

**Infirmity Health System, Inc.**

c/o D. M. Nix

5 Mobile Infirmity Circle

Mobile, Alabama 36607

**Mobile Infirmity Medical Center**

c/o D. M. Nix

5 Mobile Infirmity Circle

Mobile, Alabama 36607

**Mobile Infirmity Association**

c/o D. M. Nix

5 Mobile Infirmity Circle

Mobile, Alabama 36607

**Mobile Infirmity Health**

c/o D. M. Nix

5 Mobile Infirmity Circle

Mobile, Alabama 36607

**RevClaims, LLC**

c/o CT Corporation System

2 North Jackson Street, Suite 605

Montgomery, AL 36104